

SECTION 9
ATTACHMENT F
DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
DIVISION OF DEVELOPMENTAL DISABILITIES

DEVELOPMENTAL HOME THIRD PARTY AGREEMENT

- I. This Agreement is between the Arizona Department of Economic Security (the “Department or “DES”), Division of Developmental Disabilities (the “Division” or “DDD”), the Qualified Vendor, and the licensed Developmental Home Provider(s). This Agreement is effective the last date of signature and shall terminate upon termination of the Qualified Vendor Agreement, as amended by mutual agreement of all parties, or on termination of the Developmental Home Provider License. This Agreement applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult). This Agreement when executed provides the basis for Provider Indemnity Pool (“PIP”)ⁱ coverage pursuant to Arizona Revised Statutes (“A.R.S.”) § 41-621(B).

Qualified Vendor Name	FEI Number	Site Code
Developmental Home Provider Name ⁱ	SSN or FEI	

ⁱThe Developmental Home Provider Name must match the name listed on the Developmental Home License issued by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”)

Signatures to Agreement:

Signature of Developmental Home Provider Signatory	Date
Signature of Developmental Home Provider Secondary	Date
Signature of Qualified Vendor	Date
Signature for The Division of Developmental Disabilities	Date

II. The Qualified Vendor for Vendor Supported Developmental Home will:

- A. Share all known unprivileged information about each consumer with the Developmental Home Providers. Provide the Developmental Home Providers, at the time of each consumer's placement, or within five (5) working days, the Consumer's Placement Packet which includes written Individual Support Plan (ISP), Behavior Management Plans, and other pertinent information such as confidential information on health, education and social aspects of the placed consumer.
- B. Develop an ISP for each consumer with the involvement of the Developmental Home Providers.
- C. Assess progress toward achievement of the ISP goal(s) with participation of Developmental Home Providers.
- D. Arrange or facilitate access to services to meet each consumer's needs.
- E. Advise and assist each consumer and those important to them to understand the nature of developmental home placement.
- F. Facilitate and assist in the maintenance of each consumer's constructive relationships with the consumer's family and important persons in the consumer's life.
- G. Work with the Developmental Home Provider's schedule to facilitate visitation with members of each consumer's family and important persons in the consumer's life.
- H. Work with Developmental Home Providers toward meeting the special needs of each consumer.
- I. Be available to provide assistance in emergencies with a consumer.
- J. Provide monthly consultation and supports to the Developmental Home Provider to support the needs of the individual placement; this may include but not be limited to respite relief, programmatic support, monthly developmental home provider support groups, etc.
- K. Work cooperatively with all entities for continuity of services for the consumer.
- L. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.
- M. Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of

homes and methods for monitoring and retention of homes that protect the physical, emotional and mental wellbeing of the consumer.

- N. As needed, participate and cooperate with the Developmental Home Provider and the Department for the development and implementation of Corrective Action Plans.
- O. Developmental Home Providers may not be released to another Qualified Vendor while under a Corrective Action Plan unless all parties (provider, both Qualified Vendors and The Department) are in agreement and state such in writing, signed and dated.
- P. Provide or arrange for training to Child Developmental Home providers as approved by the Division. The training curriculum shall meet the standards required by the Department for foster care licensure. Training shall include the approved child welfare curriculum and Division approved training specific to meeting the developmental and programmatic needs of children in foster care. The child welfare training must be delivered by an individual certified by the Department to provide this training.
- Q. Establish, support and maintain licensed/certified developmental homes to meet the needs of individuals with developmental disabilities.
- R. Monitor developmental homes for compliance with all applicable requirements.
- S. Assist the consumer's ISP team in assessing the referred consumer for appropriate match with the licensed developmental home and participate as a team member in the development of the ISP.
- T. Facilitate the completion of this Agreement.
- U. Ensure that the developmental home site is documented in the electronic current approved Qualified Vendor Application. Each physical location shall be documented and updated as necessary.
- V. Not release a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan unless all parties (Developmental Home Provider, both Qualified Vendors and the Department) agree in a signed and dated written document.

III. The Developmental Home Providers shall:

- A. Enable the consumer to acquire knowledge and skills and be a member of his/her community based on his/her own choices.
- B. Provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- C. Develop positive relationships for consumers and their families.

- D. Provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- E. Assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.
- F. As identified in the consumer's ISP and support plan, provide a broad array of support services such as:
 - i. Assistance and training related to personal and physical needs and routine daily living skills;
 - ii. Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - iii. Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - iv. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - v. Mobility training, alternative, or adaptive communication training;
 - vi. Providing general supervision to the consumer; and
 - vii. Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- G. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- H. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- I. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- J. Provide transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family

and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.

K. Provide room and board.

L. Assist the consumer's ISP team in assessing the referred consumer for appropriate match with the licensed developmental home and participate as a team member in the development of the ISP.

M. As needed, participate and cooperate with the Qualified Vendor and the Department for the development and implementation of Corrective Action Plans.

IV. Division of Developmental Disabilities Vendor Supported Developmental Home Terms and Conditions

A. **Compliance With Applicable Laws.** The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Developmental Home Provider shall maintain all applicable licensing and permit requirements.

A.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of foster care services shall have all of the same specified rights as they would have if enrolled in a foster home program operated directly by the State.

A.2 Nothing in this Agreement shall be construed as a waiver of an Indian tribe's sovereign immunity. Nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.

A.3 The Developmental Home Provider shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.

A.4 The Developmental Home Provider shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Developmental Home Provider, its employees or agents, shall not utilize any Federal funds under the terms of this agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

A.5 The Developmental Home Provider shall only provide services that are specified on the facility's operating certificate issued by the Department. This includes the type

of service or program, and the number, gender and ages of consumers the facility may receive for care.

- A.6 The Developmental Home Provider shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, permits certifications and an agreement is signed by the Department approving the Developmental Home Provider to accept referrals or provide Developmental Home service.
- A.7 The Developmental Home Provider shall take proper safety and health precautions to protect the consumer, the public and the property of the Developmental Home Provider.
- B. **Fingerprinting.** The provisions of the Arizona Administrative Code, Title 6 Chapter 6 Articles 10, 11 and 15, are incorporated into this Agreement in their entirety.
- C. **Central Registry.** The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement. The term “juvenile” in A.R.S. § 8-804 shall also mean “vulnerable adult” as defined in A.R.S. § 13-3623 (as may be amended).
- D. **Insurance.** The Developmental Home Provider is insured pursuant to A.R.S. § 41-621 *et seq.* and this signed Agreement.
- E. **Non-Discrimination.** Developmental Home Provider shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the American’s with Disabilities Act. Developmental Home Provider shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- F. **Records.** Under A.R.S. §§ 35-214 and 35-215, the Developmental Home Provider shall retain all data and other records (“records”) relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Developmental Home Provider shall produce a legible copy of any or all such records.
- G. **Risk of Loss.** The Developmental Home Provider shall bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the Agreement. Mere receipt does not constitute final acceptance.

The risk of loss for nonconforming materials shall remain with the Developmental Home Provider regardless of receipt.

- H. **Third Party Antitrust Violations.** The Developmental Home provider assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern material or services supplied by third parties to the Developmental Home provider, toward the fulfillment of this Agreement.

END

ⁱ The Provider Indemnity Program, better known as PIP, is an insurance program developed by the State which provides liability coverage for individual providers while caring for a State client, and acts of clients that result in damage to their property or to third parties. There is no charge to the individual provider for this coverage because PIP is funded by the State of Arizona. While PIP is not designed to meet all of the insurance needs an individual provider may require, PIP can respond to certain losses when an individual provider has been found negligent while providing necessary care to a client as part of the services which are required under the four covered programs. Each individual provider should check with his/her insurance agent to make sure that all other insurance needs are covered. Information regarding PIP may be found at:

http://www.azrisk.state.az.us/userfiles/file/Provider%20Indemnity%20Program%2011_19_08.pdf